

Safeguarding Advice for Lettings in CofE Schools

Context

In most cases, Church of England schools occupy land and buildings gifted to the local parish to provide education to the children of the parish. The traditional partnership when CofE schools were founded was that the local incumbent (vicar) would have use of the school building, free of charge, for 3/14 sessions a week in return for the investment in the land and buildings. This comprised Saturday afternoons and Sundays and enabled the parish to continue to use the building for catechesis and Sunday School.

Use of school land and buildings is subject to a trust deed. The trust deed clearly sets out the purpose and appropriate use of the site. This is mirrored in VA and VC school **Instruments of Government and Academy Articles of Association**. Use of the site by Academy Trusts is further defined by a **lease** and/or **Church Supplementary Funding Agreement**. These documents define appropriate use of the site and buildings:

Advance for the public benefit education..., in accordance with the tenets, principles and practices of the Church of England. To provide educational facilities and services to students of all ages and the wider community for the public benefit. This should be for no other purpose than community, fundraising, and recreational purposes ancillary to educational use.

Dispute as to meanings of tenets, principles and practices of the Church of England and whether the hiring is contrary to the ethos or injurious to the reputation of the CofE should be referred to the DBE who will consult the Bishop, if required, to make a decision.

Keeping Children Safe in Education 2025 creates additional safeguarding responsibilities for the school in terms of ancillary use of the school premises - paragraphs 166 and 167:

166. *Where governing bodies or proprietors hire or rent out school or college facilities/premises to organisations or individuals (for example to community groups, sports associations, and service providers to run community or extracurricular activities) they should ensure that **appropriate arrangements are in place to keep children safe**.*
167. *When services or activities are provided by the governing body or proprietor, under the direct supervision or management of their school or college staff, their arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. **The governing body or proprietor should therefore seek assurance that the provider concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place for the provider to liaise with the school or college on these matters where appropriate.** This applies regardless of whether or not the children who attend any of*

*these services or activities are children on the school roll or attend the college. The governing body or proprietor should also ensure **safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises;** and that failure to comply with this would lead to termination of the agreement. The [Guidance on keeping children safe in 'out-of-school settings'](#) details the **safeguarding arrangements** that schools and colleges should expect these providers to have in place*

DBE Advice

1. Any request to hire CofE school premises on a Saturday afternoon or Sunday, which is not related to sport or anything that could fall within the broad definition of education, should be referred by email to the Diocesan Director of Education april.gold@coventrydbe.org **BEFORE** any agreement is made.
2. Any request to hire CofE school premises made by a religious, political or lobbying group, other than the local parish church, should be referred by email to the Diocesan Director of Education april.gold@coventrydbe.org **BEFORE** any agreement is made.
3. The body hiring the school premises should provide a Safeguarding Policy and procedures which should be checked to ensure that it is **at least** equivalent to the policies and procedures set by the school and the Church of England. More information can be found here: <https://www.churchofengland.org/safeguarding/policy-and-practice-guidance>
4. If the school has any safeguarding concerns about the activities provided by the hiring organisation, these should be reported to the **School Designated Safeguarding Lead**.
5. The school should carry out regular audits of the safeguarding protocols in place by a hirer, including site inspections.
6. **Serious incidents** (where external agencies are involved) should **also** be reported to the **Diocesan Director of Education** who will notify the Diocesan Safeguarding Officer. The hirer and school **should not wait** to make a report, this is just for information.
7. The hire agreement should contain a provision whereby all those hiring the premises are required to ensure that:
 - a. children and vulnerable adults are protected at all times;
 - b. relevant staff have had appropriate DBS checks;
 - c. all reasonable steps have been taken to prevent injury, illness, loss or damage occurring.
8. Confirm that all those hiring the premises carry full public liability insurance, or that they are covered through school insurance (for example hire for a children's party).

Model Safeguarding Agreement

..... has a policy for safeguarding children, young people and vulnerable adults. A copy of this policy is attached. The booking agreement is conditional upon compliance with this policy or with the school's current policy.

Children, young people and vulnerable adults must be protected at all times and all reasonable steps must be taken to prevent injury, illness, loss or damage occurring. Full liability insurance must be provided.

In particular this means that:

- you will provide the school with a copy of your organisation's safeguarding policy/ies. If you do not have appropriate documents you will adopt the school policies and procedures;
- you will have followed safer recruitment guidelines when appointing all current paid and voluntary staff who work with children and/or vulnerable adults, including obtaining satisfactory Disclosure and Barring Service checks where eligible, and keeping records of dates and disclosure numbers indefinitely;
- you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update this list annually;
- you will always have at least two leaders over 18 years of age in any group of children and young people, no matter how small the group;
- you will display the names of the DSLs at all meetings/events;
- no child or group of young people should be left unattended at any time;
- a register of children, young people or vulnerable adults attending the activity will be kept securely. This register will include the following details: name, contact details of parent/guardian/carer: date of birth: next of kin;
- you will immediately inform the **School Designated Safeguarding Lead** of:
 - any disclosure made by a child or vulnerable adult and how it has been reported;
 - the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organization;
 - membership being sought by known offenders against children or vulnerable adults and you will manage allegations or agreements with offenders in co-operation with statutory agencies, and with the school.

Designated Safeguarding Lead:

Name:

Email: Phone:

Declaration by Letting Organisation's Designated Safeguarding Lead:

I agree to abide by appropriate safeguarding procedures. I understand that my booking agreement may be terminated in the event of my failing to comply with these procedures.

Signed: Designation:

Organisation: Date: